

AFTER RECORDING, RETURN TO
Bonneville Power Administration
TR-TPP-4
P.O. BOX 61409
VANCOUVER, WA 98666-1409

REAL ESTATE EXCISE TAX

See 17303
Legal description: A portion of the SW1/4SE1/4 of, Section 3, Township 2 North, Range 7 East, W.M., Skamania County, Washington, as shown on Exhibit A. (Affects Assessor's Parcel No., 02 07 03 0 0 0400 0.)

27687
JUL 21 2008

PAID

Exempt
9 dep 2008
SKAMANIA COUNTY TREASURER

BPA COPY

Tract No(s): HA-O-148-AR-3, P. 2

U.S. DEPARTMENT OF ENERGY-BONNEVILLE POWER ADMINISTRATION
CONTRACT AND GRANT OF EASEMENT
Access Road

THIS AGREEMENT, made this *17* day of *July*, 20*08* between

CLINTON RUSSELL SHERMAN, BRADFORD ALAN SHERMAN and RYAN TODD SHERMAN, as Trustees of the Sherman Ranch Trust Dated May 21, 1993,

the Grantor, whether one or more, and the UNITED STATES OF AMERICA, Department of Energy, Bonneville Power Administration, pursuant to the Bonneville Project Act, of August 20, 1937, Ch. 720, 50 Stat. 731, as amended, 16 U.S.C. 832 (1977); the Federal Columbia River Transmission System Act, of October 18, 1974, (P.L. 93-454), 88 Stat. 1376, 16 U.S.C. 838 (Supp IV); the Department of Energy Organization Act, of August 4, 1977, (P.L. 95-91); and the Pacific Northwest Electric Power Planning and Conservation Act, of December 5, 1980, (P.L. 96-501),

WITNESSETH:

That the parties hereto covenant and agree as follows:

The Grantor, for and in consideration of the sum of *Twenty Five Hundred* DOLLARS (\$ *2,500.00*) and the provisions contained in this agreement, hereby grants and conveys to the United States of America a perpetual, non-exclusive easement for access road purposes in, upon, and across the following-described land, to wit:

A right-of-way over and along an existing road over and across the SW1/4SE1/4 of Section 3, Township 2 North, Range 7 East, Willamette Meridian, Skamania County, Washington, as shown on Exhibit A, which is BPA Access Road Acquisition Exhibit, attached hereto and by this reference made a part hereof. Affects a portion of Assessor's Parcel No. 02 07 03 0 0 0400 0, further identified by a Quit Claim Deed dated October 18, 2001, and recorded November 15, 2001, in Book 216, Page 872, under Auditor's File No. 142913, Deed Records of Skamania County, Washington.

The grant shall include the right to enter and to locate, construct, use, maintain, repair, and reconstruct the road or roads, together with cuts and fills as needed.

The Grantor reserves the right to use the access for ingress and egress insofar as the same is located on the land of the Grantor, such reserved right to be exercised in a manner that will not interfere with the use of the access by the United States.

The United States shall repair damages to the access caused by or arising out of its use thereof.

The above-listed access may be used for access to and from any existing facilities of the United States and any adjacent or nearly adjacent future facilities of the United States.

The rights granted herein are subject to easements of record and mineral rights of third parties.

In addition to the consideration recited herein, the United States shall repair or make compensation for damage to agricultural crops, and to United States permitted fences, irrigation and drainage systems within the easement area. The United States shall repair or make compensation only for damage caused by the United States and which results from and during construction, reconstruction, removal, or maintenance activities within the easement area. Payment for such damage shall be made on the basis of a damage estimate approved by the United States.

The Grantor agrees to satisfy of record such encumbrances, including taxes and assessments, as may be required by the United States and to obtain such curative documents as may be requested by the United States.

The United States shall pay all costs incidental to the preparation and recordation of this instrument and for the procurement of the title evidence.

The Grantor covenants to and with the United States that the Grantor is lawfully seized and possessed of the land aforesaid, with a good and lawful right and power to sell and convey the same; that the land is free and clear of encumbrances, except as herein provided; and that the Grantor will forever warrant and defend the title to the rights granted herein and the quiet possession thereof against the lawful claims and demands of all persons whomsoever.

The provisions hereof shall inure to the benefit of and be binding upon the heirs, executors, administrators, successors, and assigns of the Grantor and upon the assigns of the United States.

Accepted for the

UNITED STATES OF AMERICA 7/10/02
Date

Grantor CLINTON RUSSELL SHERMAN, Trustee

By Cathy H. Hest

Grantor BRADFORD ALAN SHERMAN, Trustee

Title: Field Realty Asset

Grantor RYAN TODD SHERMAN, Trustee

Tract No(s) HA-O-148-AR-3, P. 2
GDB:gdb:03/18/02

BPA FEBRUARY 2002

U.S. DEPARTMENT OF ENERGY
BONNEVILLE POWER ADMINISTRATION

OFFICIAL/FIDUCIARY ACKNOWLEDGMENT

Washington, Oregon, Idaho, Montana, and California

State of Washington)
County Snohomish) ss

On this 17 day of JULY, 2002, before me personally
appeared Curtis R. Hickman, known to me
or proved to me on the basis of satisfactory evidence to be the person who executed the within instrument as
the Grantee

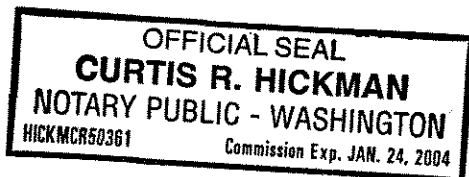
acknowledged to me that _____ he executed the same freely and voluntarily in such capacity; and on
oath stated that _____ he was authorized to execute said instrument in such official or representative
capacity.

Curtis R. Hickman
Notary Public in and for the

State of Washington

(SEAL) Residing at The Dalles, Oregon

My commission expires 1/24/04



U.S. DEPARTMENT OF ENERGY
BONNEVILLE POWER ADMINISTRATION

OFFICIAL/FIDUCIARY ACKNOWLEDGMENT

Washington, Oregon, Idaho, Montana, and California

State of WASHINGTON)
County SKAMANIA) ss

On this 19 day of JULY, 2002, before me personally
appeared BRADFORD ALAN SHERMAN, known to me
or proved to me on the basis of satisfactory evidence to be the person who executed the within instrument as
the GRANTOR

acknowledged to me that _____ he executed the same freely and voluntarily in such capacity; and on
oath stated that _____ he was authorized to execute said instrument in such official or representative
capacity.

Doree Rush
Notary Public in and for the

State of Wash

(SEAL) Residing at Stevenson

My commission expires 8-15-03

U.S. DEPARTMENT OF ENERGY
BONNEVILLE POWER ADMINISTRATION

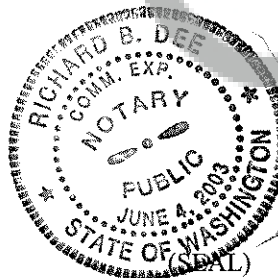
OFFICIAL/FIDUCIARY ACKNOWLEDGMENT

Washington, Oregon, Idaho, Montana, and California

State of Washington
County King) ss

On this 23rd day of July, 2002, before me personally
appeared Ryan T. Sherman, known to me
or proved to me on the basis of satisfactory evidence to be the person who executed the within instrument as
the Grantor

acknowledged to me that _____ he executed the same freely and voluntarily in such capacity; and on
oath stated that _____ he was authorized to execute said instrument in such official or representative
capacity.



Richard B. Dee
Notary Public in and for the
State of Washington
Residing at Seattle, WA
My commission expires 6-4-2003

